

**SBC Illinois
Verified Complaint**

Exhibit D

**ICC JUNE 9, 2004 ORDER AMENDMENT
TO THE INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This ICC June 9, 2004 Order Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Illinois Bell Telephone Company d/b/a SBC Illinois ("SBC Illinois")¹ and CLEC ("CLEC").

WHEREAS, SBC Illinois and CLEC are parties to an interconnection agreement that was previously submitted to the Illinois Commerce Commission ("ICC") for approval, and may have been amended prior to this Amendment (the "Agreement");

WHEREAS, the ICC issued an order ("Order") in Docket No. 02-0864, on June 9, 2004, approving certain Illinois-specific prices and other requirements pertaining to unbundled network elements ("UNEs") that are included in the Agreement;

WHEREAS, provisions of the Agreement require the incorporation into the Agreement of new prices such as those established by the Order; and

WHEREAS, based on the foregoing and except as may be otherwise expressly noted, the Parties are entering into this Amendment to incorporate pricing changes into the Agreement, subject to the reservation of rights and other provisions hereof.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

- 2.1 On and after the Amendment Effective Date (as defined in Section 3 of this Amendment), the Agreement is hereby amended by referencing and incorporating the following:
 - 2.1.1 Solely to conform the Agreement to effectuate certain pricing changes established by the Commission, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).
 - 2.1.2 Subject to Section 2.3, and except to the extent otherwise specified in Attachment A, the new rates and rate structures shall begin to apply on June 25, 2004.
- 2.2 This Amendment is provided as a means by which the Parties, which have an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and obligations under ICC orders. Nothing in this Amendment expands, contracts, or otherwise affects either Party's rights or obligations under the Agreement beyond the express provisions of this Amendment.
- 2.3 Notwithstanding anything to the contrary, including anything in the Agreement or this Amendment (including Section 2.1.2 hereof), in no event shall this Amendment result in the retroactive application of any rate or rate structure back to any date earlier than the most recent of the following: (i) the actual date that the

¹Illinois Bell Telephone Company (previously referred to as "Illinois Bell") is a wholly-owned subsidiary of Ameritech Corporation that offers telecommunications services, and now operates under the name "SBC Illinois" pursuant to an assumed name filing with the State of Illinois. Ameritech Corporation is a wholly-owned subsidiary of SBC Communications Inc.

Agreement became effective between CLEC and SBC Illinois following ICC approval or, if absent such ICC approval, the date such Agreement is deemed approved by operation of law, or (ii) June 25, 2004. By way of example only and without limiting the foregoing, if CLEC adopted the Agreement (including, as applicable, this Amendment and any other amendment) ("Adopting CLEC") pursuant to 47 U.S.C. § 252(i) after June 25, 2004, the rate changes implemented by this Amendment could only apply under that Agreement prospectively beginning from the date that Agreement (including, as applicable, this Amendment and any other amendment) became effective between the Adopting CLEC and SBC Illinois following the ICC's order approving the adopting CLEC's Section 252(i) adoption or, if absent such ICC approval, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate changes could not in any manner apply retroactively prior to the Section 252(i) Effective Date.

- 2.4 To the extent the underlying Agreement does not contain terms and conditions for UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement.

3. AMENDMENT EFFECTIVE DATE

- 3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the ICC under Section 252(e) of the Act or, absent such ICC approval, the date this Amendment is filed under Section 252(e)(4) of the Act ("Amendment Effective Date"); provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.2 and 2.3 of this Amendment. In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the ICC, this Amendment shall be automatically suspended and, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions to replace those rejected and/or modified by the ICC; provided, however, that failure to reach such mutually acceptable new provisions within ten (10) days after such suspension shall permit either party to terminate this Amendment upon five (5) days' written notice to the other.

4. TERM OF AMENDMENT

- 4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

- 5.1 The Parties acknowledge and agree that this Amendment is the result of ICC rate orders and solely addresses pricing. Accordingly, the Parties further acknowledge and agree that no aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The Parties also acknowledge that the entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code.

6. RESERVATIONS OF RIGHTS

- 6.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21,

2003); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

- 6.2 This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Order or any other ICC order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any other ICC order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- 6.3 Notwithstanding this Amendment and without limiting Section 6.3, SBC Illinois (and its affiliates) is not waiving its rights, abilities, remedies or arguments with respect to the non-applicability of, and interaction between, the Telecommunications Act of 1996 (including Sections 251 and 252) to the Order or any other ICC order (including the Illinois-specific requirements regarding wholesale subject matters addressed therein). SBC Illinois (and its affiliates) fully reserves its rights to raise and take any position with respect thereto, and to pursue such rights, abilities, remedies and arguments.

7. MISCELLANEOUS

- 7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 7.2 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.
- 7.3 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.
- 7.4 The Parties acknowledge that in no event shall any provision of this Amendment apply prior to the "Amendment Effective Date"; provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.2 and 2.3 of this Amendment.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

CLEC

Illinois Bell Telephone Company Incorporated d/b/a
SBC Illinois by SBC Telecommunications, Inc., its
Authorized Agent

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: *For/* Senior Vice President -
Industry Markets & Diversified Businesses

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

ATTACHMENT A

ICC 02-0864
SBC Illinois/CLEC
07/07/04

Line	ILLINOIS	SBC Generic Rates	USOC	Recurring	Non-Recurring	Footnote
2		NETWORK ELEMENTS				
3		Loops				
4		2-Wire Analog - Metro (Access Area A)	U2HXA	\$ 5.17	See NRC prices below	
5		2-Wire Analog - Suburban (Access Area B)	U2HXB	\$ 12.40	See NRC prices below	
6		2-Wire Analog -Rural (Access Area C)	U2HXC	\$ 14.91	See NRC prices below	
7		2-Wire Ground Start, PBX-Metro (Access Area A)	U2JXA	\$ 4.11	See NRC prices below	
8		2-Wire Ground Start, PBX-Suburban (Access Area B)	U2JXB	\$ 13.13	See NRC prices below	
9		2-Wire Ground Start, PBX-Rural (Access Area C)	U2JXC	\$ 16.71	See NRC prices below	
10		2-Wire COPTS Coin-Metro(Access Area A)	U2CXA	\$ 4.11	See NRC prices below	
11		2-Wire COPTS Coin-Suburban(Access Area B)	U2CXB	\$ 13.28	See NRC prices below	
12		2-Wire COPTS Coin-Rural(Access Area C)	U2CXC	\$ 16.94	See NRC prices below	
13		2-Wire EKL-Metro(Access Area A)	U2KXA	\$ 4.24	See NRC prices below	
14		2-Wire EKL-Suburban(Access Area B)	U2KXB	\$ 16.30	See NRC prices below	
15		2-Wire EKL--Rural(Access Area C)	U2KXC	\$ 21.62	See NRC prices below	
16		Conditioning for dB Loss		NA	See NRC prices below	
17		4-Wire Analog - Metro Access Area A)	U4HXA	\$ 8.27	See NRC prices below	
18		4-Wire Analog - Suburban (Access Area B)	U4HXB	\$ 27.25	See NRC prices below	
19		4-Wire Analog - Rural (Access Area C)	U4XHC	\$ 34.97	See NRC prices below	
20		2-Wire Digital - Metro (Access Area A)	U2QXA	\$ 5.44	See NRC prices below	
21		2-Wire Digital - Suburban (Access Area B)	U2QXB	\$ 17.76	See NRC prices below	
22		2-Wire Digital - Rural (Access Area C)	U2QXC	\$ 22.24	See NRC prices below	
23		4-Wire Digital - Metro (Access Area A)	4U1XA	\$ 27.72	See NRC prices below	
24		4-Wire Digital - Digital - Suburban (Access Area B)	4U1XB	\$ 40.49	See NRC prices below	
25		4-Wire Digital - Rural (Access Area C)	4U1XC	\$ 53.82	See NRC prices below	
26		DS3 Loop - Metro (Access Area A)	U4D3A	\$ 335.73	See NRC prices below	
27		DS3 Loop - Suburban (Access Area B)	U4D3B	\$ 405.76	See NRC prices below	
28		DS3 Loop - Rural (Access Area C)	U4D3C	\$ 528.15	See NRC prices below	
29						
30		DSL Capable Loops				
31		2-Wire xDSL Loop				
32		PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	\$ 5.09	See NRC prices below	
33		PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	\$ 11.57	See NRC prices below	
34		PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	\$ 17.81	See NRC prices below	
35						
36		PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	\$ 5.09	See NRC prices below	
37		PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	\$ 11.57	See NRC prices below	
38		PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	\$ 17.81	See NRC prices below	
39						
40		PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	\$ 5.09	See NRC prices below	
41		PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	\$ 11.57	See NRC prices below	
42		PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	\$ 17.81	See NRC prices below	
43						
44		PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	\$ 5.09	See NRC prices below	
45		PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	\$ 11.57	See NRC prices below	

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46		PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	\$	17.81	See NRC prices below	
47							
48		PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	\$	5.09	See NRC prices below	
49		PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	\$	11.57	See NRC prices below	
50		PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	\$	17.81	See NRC prices below	
51							
52		PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	\$	5.09	See NRC prices below	
53		PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	\$	11.57	See NRC prices below	
54		PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	\$	17.81	See NRC prices below	
55							
56		4-Wire xDSL Loop					
57		PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	\$	7.93	See NRC prices below	
58		PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	\$	20.93	See NRC prices below	
59		PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	\$	33.59	See NRC prices below	
60							
61		IDSL Capable Loop					
62		IDSL Loop Access Area A - Metro	UY5FA	\$	5.44	See NRC prices below	
63		IDSL Loop Access Area B - Suburban	UY5FB	\$	17.76	See NRC prices below	
64		IDSL Loop Access Area C - Rural	UY5FC	\$	22.24	See NRC prices below	
65							
66		Loop Non-Recurring Charges					
67		Service Ordering Charge - Analog Loops - Initial - Per Occasion (Connect + Disconnect)	SEPUP		\$	11.27	/1/
68	*	Service Order - Initial (Connect)	PENDING	NA	\$	6.76	/2/
69		Service Order - (Disconnect)	PENDING		\$	6.36	/2/
70	*	Service Ordering Charge - Analog Loops - Subsequent - Per Occasion	REAH9	NA	\$	6.76	
71	*	Service Ordering Charge - Analog Loops - Record Work Only - Per Occasion	NR9UP	NA	\$	5.78	
72	*	Line Connection charge - analog Loop - Per Termination (connect + disconnect)	SEPUC	NA	\$	50.13	/1/
73		Line Connection (Connection)	PENDING		\$	43.97	/2/
74		Line Connection (Initial)	PENDING		\$	49.00	/2/
75		Line Connection (Additional)	PENDING		\$	33.92	/2/
76		Line Connection (Disconnect)	PENDING		\$	8.68	/2/
77		Line Connection (Disconnect- Initial)	PENDING		\$	9.50	/2/
78		Line Connection (Disconnect- Additional)	PENDING		\$	7.03	/2/
79		Service Ordering -(DS1) - Administrative Charge (Connect + Disconnect)	NR90R		\$	16.74	/1/
80		Service Ordering -(DS1) - Administrative Charge (Connect)	PENDING		\$	10.64	/2/
81	*	Service Ordering -(DS1) - Administrative Charge (Disconnect)	PENDING	NA	\$	8.60	/2/
82		Service Provisioning (DS1) (Connect + Disconnect)	NR90U		\$	206.06	/1/
83	*	DS1 - Design & Central Office (connect- Initial)	PENDING	NA	\$	200.75	/2/
84		DS1 - Design & Central Office (connect- Additional)	PENDING		\$	100.57	/2/
85		DS1 - Design & Central Office (Disconnect Initial)	PENDING		\$	7.49	/2/
86		DS1 - Design & Central Office (Disconnect Additional)	PENDING		\$	5.83	/2/
87		Service Ordering -(DS3) - Administrative Charge (Connect + Disconnect)	NR90Y		\$	16.74	/1/
88	*	DS3 - Administrative (Connection)	PENDING	N/A	\$	10.64	/2/
89		DS3 - Administrative (Disconnect)	PENDING		\$	8.60	/2/
90		Service Provisioning (DS3) (Connect + Disconnect)	NR901		\$	89.95	/1/
91		Connection	PENDING		\$	84.49	/2/
92		Initial	PENDING		\$	84.49	/2/
93		Additional	PENDING		\$	28.79	/2/
94		Disconnection	PENDING		\$	7.68	/2/

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95	Initial	PENDING	\$	7.68	/2/
96	Additional	PENDING	\$	6.02	/2/
97					
98	Enhanced Extended Loop (EEL) Service Order per LSR				
99	Analog Loop Service Order Charge, per ASR or LSR				
100	Electronic Establish (Connection + Disconnection)	PENDING	\$	16.61	/1/
101	Connection	PENDING	\$	10.48	/2/
102	Disconnection	PENDING	\$	8.63	/2/
103	Electronic Subsequent	PENDING	\$	10.04	
104	Manual Establish (Connection + Disconnection)	PENDING	\$	93.25	/1/
105	Connection	PENDING	\$	63.12	/2/
106	Disconnection	PENDING	\$	42.47	/2/
107	Manual Subsequent	PENDING	\$	59.18	/1/
108					
109	2-Wire Digital Loop Service Order Charge				
110	Electronic Establish (Connection + Disconnection)	PENDING	\$	16.61	/1/
111	Connection	PENDING	\$	10.48	/2/
112	Disconnection	PENDING	\$	8.63	/2/
113	Electronic Subsequent	PENDING	\$	10.04	
114	Manual Establish (Connection + Disconnection)	PENDING	\$	93.25	/1/
115	Connection	PENDING	\$	63.12	/2/
116	Disconnection	PENDING	\$	42.47	/2/
117	Manual Subsequent	PENDING	\$	59.18	/1/
118					
119	DS1 Loop Service Order Charge per ASR or LSR				
120	Electronic Establish (Connection + Disconnection)	PENDING	\$	17.27	/1/
121	Connection	PENDING	\$	11.14	/2/
122	Disconnection	PENDING	\$	8.63	/2/
123	Electronic Subsequent	PENDING	\$	10.04	
124	Manual Establish (Connection + Disconnection)	PENDING	\$	99.88	/1/
125	Connection	PENDING	\$	69.74	/2/
126	Disconnection	PENDING	\$	42.47	/2/
127	Manual Subsequent	PENDING	\$	59.18	/1/
128					
129	DS1 Transport Service Order Charge per ASR or LSR				
130	Electronic Establish (Connection + Disconnection)	PENDING	\$	17.56	/1/
131	Connection	PENDING	\$	11.44	/2/
132	Disconnection	PENDING	\$	8.63	/2/
133	Manual Establish (Connection + Disconnection)	PENDING	\$	102.83	/1/
134	Connection	PENDING	\$	72.70	/2/
135	Disconnection	PENDING	\$	42.47	/2/
136					
137	DS3 Transport Service Order Charge per ASR or LSR				
138	Electronic Establish (Connection + Disconnection)	PENDING	\$	17.56	/1/
139	Connection	PENDING	\$	11.44	/2/
140	Disconnection	PENDING	\$	8.63	/2/
141	Manual Establish (Connection + Disconnection)	PENDING	\$	102.83	/1/
142	Connection	PENDING	\$	72.70	/2/

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143	Disconnection		PENDING		\$	42.47	12/
144							

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145	Central Office DS1 to Voice Mux Service Order				
146	Electronic Establish (Connection + Disconnection)	PENDING		\$ 17.56	/1/
147	Connection	PENDING		\$ 11.44	/2/
148	Disconnection	PENDING		\$ 8.63	/2/
149	Manual Establish (Connection + Disconnection)	PENDING		\$ 102.83	/1/
150	Connection	PENDING		\$ 72.70	/2/
151	Disconnection	PENDING		\$ 42.47	/2/
152					
153	Non-Channelized DS1 EEL Service Order				
154	Electronic Establish (Connection + Disconnection)	PENDING		\$ 17.27	/1/
155	Connection	PENDING		\$ 11.14	/2/
156	Disconnection	PENDING		\$ 8.63	/2/
157	Manual Establish (Connection + Disconnection)	PENDING		\$ 101.64	/1/
158	Connection	PENDING		\$ 69.74	/2/
159	Disconnection	PENDING		\$ 42.47	/2/
160					
161	Provisioning				
162	2-Wire Analog Loop Connection - Initial (Connection + Disconnection)	PENDING		\$ 56.18	/1/
163	Connection	PENDING		\$ 49.44	/2/
164	Disconnection	PENDING		\$ 9.50	/2/
165	2-Wire Analog Loop Connection - Additional (Connection + Disconnection)	PENDING		\$ 38.85	/1/
166	Connection	PENDING		\$ 33.86	/2/
167	Disconnection	PENDING		\$ 7.03	/2/
168	4-Wire Analog Loop Connection - Initial (Connection + Disconnection)	PENDING		\$ 56.18	/1/
169	Connection	PENDING		\$ 49.44	/2/
170	Disconnection	PENDING		\$ 9.50	/2/
171	4-Wire Analog Loop Connection - Additional (Connection + Disconnection)	PENDING		\$ 38.85	/1/
172	Connection	PENDING		\$ 33.86	/2/
173	Disconnection	PENDING		\$ 7.03	/2/
174	2-Wire Digital Loop Connection - Initial (Connection + Disconnection)	PENDING		\$ 72.50	/1/
175	Connection	PENDING		\$ 65.76	/2/
176	Disconnection	PENDING		\$ 9.50	/2/
177	2-Wire Digital Loop Connection - Additional (Connection + Disconnection)	PENDING		\$ 35.44	/1/
178	Connection	PENDING		\$ 30.46	/2/
179	Disconnection	PENDING		\$ 7.03	/2/
180	4-Wire DS1 Digital Loop Connection - Initial (Connection + Disconnection)	PENDING		\$ 256.71	/1/
181	Connection	PENDING		\$ 248.22	/2/
182	Disconnection	PENDING		\$ 11.97	/2/
183	4-Wire DS1 Digital Loop Connection - Additional (Connection + Disconnection)	PENDING		\$ 141.01	/1/
184	Connection	PENDING		\$ 135.15	/2/
185	Disconnection	PENDING		\$ 8.25	/2/
186	Central Office Multiplexing DS1 to Voice - Initial (Connection + Disconnection)	PENDING		\$ 72.39	/1/
187	Connection	PENDING		\$ 66.78	/2/
188	Disconnection	PENDING		\$ 7.92	/2/
189	Central Office Multiplexing DS1 to Voice - Additional (Connection + Disconnection)	PENDING		\$ 39.58	/1/
190	Connection	PENDING		\$ 36.59	/2/
191	Disconnection	PENDING		\$ 4.20	/2/
192	DS1 Interoffice UDT - Collocated - Initial (Connection + Disconnection)	PENDING		\$ 104.45	/1/
193	Connection	PENDING		\$ 95.69	/2/

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194	Disconnection	PENDING		\$	12.35	/2/
195	DS1 Interoffice UDT - Collocated - Additional (Connection + Disconnection)	PENDING		\$	67.78	/1/
196	Connection	PENDING		\$	61.65	/2/
197	Disconnection	PENDING		\$	8.64	/2/
198						
199	DS1 Interoffice UDT - Non-collocated - Initial (Connection + Disconnection)	PENDING		\$	292.42	/1/
200	Connection	PENDING		\$	280.21	/2/
201	Disconnection	PENDING		\$	17.20	/2/
202	DS1 Interoffice UDT - Non-collocated - Additional (Connection + Disconnection)	PENDING		\$	155.12	/1/
203	Connection	PENDING		\$	146.51	/2/
204	Disconnection	PENDING		\$	12.13	/2/
205	4-Wire DS1 Digital Loop to DS1 Interoffice Ded. Trnspt. Collocated - Initial (Connection)	PENDING		\$	292.84	/1/
206	Connection	PENDING		\$	280.84	/2/
207	Disconnection	PENDING		\$	17.20	/2/
208	4-Wire DS1 Digital Loop to DS1 Interoffice Ded. Trnspt. Collocated - Additional (Connection)	PENDING		\$	155.01	/1/
209	Connection	PENDING		\$	146.40	/2/
210	Disconnection	PENDING		\$	12.13	/2/
211	4-Wire DS1 Digital Loop to DS1 Ded. Trnspt. Non-Collocated - Initial (Connection + Disconnection)	PENDING		\$	368.40	/1/
212	Connection	PENDING		\$	356.20	/2/
213	Disconnection	PENDING		\$	17.20	/2/
214	4-Wire DS1 Digital Loop to DS1 Ded. Trnspt. Non-Collocated - Additional (Connection + Disconnection)	PENDING		\$	236.90	/1/
215	Connection	PENDING		\$	228.29	/2/
216	Disconnection	PENDING		\$	12.13	/2/
217	DS3 Interoffice UDT - Collocated - Initial (Connection + Disconnection)	PENDING		\$	151.91	/1/
218	Connection	PENDING		\$	139.71	/2/
219	Disconnection	PENDING		\$	17.20	/2/
220	DS3 Interoffice UDT - Collocated - Additional (Connection + Disconnection)	PENDING		\$	57.39	/1/
221	Connection	PENDING		\$	48.78	/2/
222	Disconnection	PENDING		\$	12.13	/2/
223	DS3 Interoffice UDT - Non-collocated - Initial (Connection + Disconnection)	PENDING		\$	177.23	/1/
224	Connection	PENDING		\$	165.03	/2/
225	Disconnection	PENDING		\$	17.20	/2/
226	DS3 Interoffice UDT - Non-collocated - Additional (Connection + Disconnection)	PENDING		\$	64.05	/1/
227	Connection	PENDING		\$	55.44	/2/
228	Disconnection	PENDING		\$	12.13	/2/
229	Clear Channel Capability - Initial	PENDING		\$	70.32	
230	Clear Channel Capability - Additional	PENDING		\$	8.87	
231						
232	SA2UNE (NRCs)					
233	Project Administrative Charge, per service order	NRMEZ		\$	25.57	
234						
235	Private Line to UNE Conversion	NRMEZ		\$	25.57	
236						
237	Custom Routing, via LCC - New LCC, per LCC, per switch	UROPW	N/A	\$	256.29	
238	Custom Routing, via LCC - New Network Routing, per route, per switch	NR9N6	N/A	\$	59.02	/1/
239	Connection	PENDING		\$	33.94	/2/
240	Disconnection	PENDING		\$	35.36	/2/
241	Custom Routing, via AIN, of OS / DA per route, per switch	UROAN		\$	119.24	/1/

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242	Connection	PENDING		\$	72.22	/2/
243	Disconnection	PENDING		\$	66.29	/2/
244	ULS-ST Billing Establishment, per carrier (when applicable)	NHCCQ		\$	2,718.64	
245						
246	Port Charge, per Month, per Port					
247	Add / Rearrange each Termination	REAJG	N/A	\$	48.48	
248	ISDN Prime - Add/Rearrange Channels	REAKB		\$	54.39	
249						
250	Basic Line Port					
251	Service Order - Subsequent	NR9UV	NA	\$	5.40	
252	Service Order - Record Work Only	NR9F6	NA	\$	5.11	
253						
254	Complex Line Port					
255	Service Order - Subsequent	PENDING	NA	\$	11.58	
256	Service Order - Record Work Only	NR9F7	NA	\$	5.11	
257						
258	ULS Trunk Port					
259	Service Order - Subsequent	PENDING	NA	\$	11.58	
260	Service Order - Record Work Only	NR9F8	NA	\$	5.11	
261						
262						
263						
264						
265	New UNE - P Line Connection Charge					
266	Analog Loop Line Connection- Per Termination (Connection + Disconnection) /1/	SEPUC		\$	26.81	/1/
267	Connection	PENDING		\$	26.64	/2/
268	Initial	PENDING		\$	35.97	/2/
269	Additional	PENDING		\$	20.41	/2/
270	Disconnection	PENDING		\$	0.24	/2/
271	Initial	PENDING		\$	0.28	/2/
272	Additional	PENDING		\$	0.22	/2/
273	4 Wire Digital Loop (DS1) Service Provisioning (Connection + Disconnection)	NR9OW		\$	208.24	/1/
274	Connection	PENDING		\$	200.75	/2/
275	Initial	PENDING		\$	200.75	/2/
276	Additional	PENDING		\$	100.57	/2/
277	Disconnection	PENDING		\$	7.49	/2/
278	Initial	PENDING		\$	7.49	/2/
279	Additional	PENDING		\$	5.83	/2/
280						
281	UNE - P Service Order Charge					
282	Electronic POTS (Connection + Disconnection)	NHCHG		\$	4.43	/1/
283	Connection	PENDING		\$	3.08	/2/
284	Disconnection	PENDING		\$	1.91	/2/
285	Manual POTS (Connection + Disconnection)	Pending		\$	42.37	/1/
286	Connection	PENDING		\$	31.31	/2/
287	Disconnection	PENDING		\$	15.59	/2/
288	Electronic Non-POTS (Connection + Disconnection)	NHCHH		\$	9.76	/1/

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289	Connection		PENDING		\$	7.19	/2/
290	Disconnection		PENDING		\$	3.61	/2/

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291	Manual Non-POTS (Connection + Disconnection)	PENDING		\$	62.09	/1/
292	Connection	PENDING		\$	47.65	/2/
293	Disconnection	PENDING		\$	20.35	/2/
294						
295	New UNE - P Port Connection Charge					
296	Basic Line Port (Connection + Disconnection)	UPC		\$	1.20	/1/
297	Connection	PENDING		\$	0.71	/2/
298	Disconnection	PENDING		\$	0.70	/2/
299	Ground Start Line Port (Connection + Disconnection)	UPZ		\$	1.20	/1/
300	Connection	PENDING		\$	0.71	/2/
301	Disconnection	PENDING		\$	0.70	/2/
302	ISDN Direct Port (Connection + Disconnection)	U2P		\$	16.50	/1/
303	Connection	PENDING		\$	9.66	/2/
304	Disconnection	PENDING		\$	9.66	/2/
305	ISDN Prime Port (Connection + Disconnection)	UZPZD, UZQZD		\$	246.04	/1/
306	Connection	PENDING		\$	183.26	/2/
307	Disconnection	PENDING		\$	88.49	/2/
308	Direct Inward Dialing (DID) Trunk Port (Connection + Disconnection)	UPR		\$	18.35	/1/
309	Connection	PENDING		\$	12.80	/2/
310	Disconnection	PENDING		\$	7.81	/2/
311	Digital Trunking Trunk Port (Connection + Disconnection)	U9Z		\$	108.88	/1/
312	Connection	PENDING		\$	84.17	/2/
313	Disconnection	PENDING		\$	34.81	/2/
314	ULS Trunk Port (Connection + Disconnection)	UROPT		\$	108.88	/1/
315	Connection	PENDING		\$	84.17	/2/
316	Disconnection	PENDING		\$	34.81	/2/
317	Centrex Basic Line Port (Connection + Disconnection)	U3XAA-CA, U3XAB-CB, U3XAD-CD, U3XAE-CE		\$	1.20	/1/
318	Connection	PENDING		\$	0.71	/2/
319	Disconnection	PENDING		\$	0.70	/2/
320	Centrex ISDN-BRI Line Port (Connection + Disconnection)	PENDING		\$	16.50	/1/
321	Connection	PENDING		\$	9.66	/2/
322	Disconnection	PENDING		\$	9.66	/2/
323	Centrex EKL Line Port (Connection + Disconnection)	U3XAC-CC		\$	10.15	/1/
324	Connection	PENDING		\$	5.94	/2/
325	Disconnection	PENDING		\$	5.93	/2/
326	Centrex Attendant Console Line Port (Connection + Disconnection)	U6A		\$	1.20	/1/
327	Connection	PENDING		\$	0.71	/2/
328	Disconnection	PENDING		\$	0.70	/2/
329	Basic COPTS Port (Connection + Disconnection)	UYC		\$	1.20	/1/
330	Connection	PENDING		\$	0.71	/2/
331	Disconnection	PENDING		\$	0.70	/2/
332	COPTS-Coin Line Port (Connection + Disconnection)	U5N		\$	1.20	/1/
333	Connection	PENDING		\$	0.71	/2/
334	Disconnection	PENDING		\$	0.70	/2/
335	Port Conversion Cost	REAKD		\$	0.77	
336						

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337	Port Feature Add / Change Translation Charge (feature per port, per order)					
338	Basic		PENDING	\$	0.94	/1/
339	Connection		PENDING	\$	0.55	/2/
340	Disconnection		PENDING	\$	0.55	/2/
341	Ground Start / PBX		PENDING	\$	0.94	/1/
342	Connection		PENDING	\$	0.55	/2/
343	Disconnection		PENDING	\$	0.55	/2/
344	Basic COPTS		PENDING	\$	0.94	/1/
345	Connection		PENDING	\$	0.55	/2/
346	Disconnection		PENDING	\$	0.55	/2/
347	COPTS - Coin		PENDING	\$	0.94	/1/
348	Connection		PENDING	\$	0.55	/2/
349	Disconnection		PENDING	\$	0.55	/2/
350	ISDN Direct		PENDING	\$	1.28	/1/
351	Connection		PENDING	\$	0.75	/2/
352	Disconnection		PENDING	\$	0.75	/2/
353	ISDN Prime		PENDING	\$	36.68	/1/
354	Connection		PENDING	\$	21.74	/2/
355	Disconnection		PENDING	\$	21.08	/2/
356	Digital Trunking		PENDING	\$	24.02	/1/
357	Connection		PENDING	\$	14.05	/2/
358	Disconnection		PENDING	\$	14.05	/2/
359	ULS Trunk		PENDING	\$	24.02	/1/
360	Connection		PENDING	\$	14.05	/2/
361	Disconnection		PENDING	\$	14.05	/2/
362						
363	Centrex System Charges					
364	Centrex System Options for ULS-ULS-ST					
365	Common Block establishment, each		SEPUS	\$	459.04	
366	Connection		PENDING	\$	370.92	/2/
367	Disconnection		PENDING	\$	124.21	/2/
368	System Features Change or Rearrangement, per Feature, per Occasion		REAJY	\$	50.89	
369	System Feature Activation, per Feature, per Occasion					
370	Install and Remove		NR9VY	\$	85.99	
371	Connection		NR9UE	\$	50.89	/2/
372	Disconnection		PENDING	\$	49.47	/2/
373						
374	*	This rate is interim, pursuant to the February 6, 2003 Order of the Illinois Commerce Commission in Docket No. 01-0662, and are subject to true-up to reflect any adjustments made by legally binding rulings in subsequent proceedings. The true-up period shall begin as of February 6, 2003, the date of the Order. True-ups pursuant to this provision shall be effectuated only upon written notice by a Party ("Notice"). Upon such Notice, the billing party shall perform the appropriate true-up calculation and issue appropriate credits or bills to the other party. If the true-up results in additional amounts to be billed, any backbilling limitations applicable to amounts billed under this Agreement will not apply.				
375	/1/	These rates will be replaced effective March 31, 2005 by the rates identified by footnote /2/.				

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376 /2/ In accordance with the Order in ICC Docket 02-0864, these rates will become effective on March 31, 2005